

1 AGREEMENT FOR PROVISION OF
 2 HIV RESIDENTIAL ALCOHOL AND DRUG ABUSE TREATMENT SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 STRAIGHT TALK CLINIC, INC.
 7 JULY 1, 2008 THROUGH JUNE 30, 2009
 8

9 THIS AGREEMENT entered into this 1st day of July 2008, which date is enumerated for purposes
 10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
 11 STRAIGHT TALK CLINIC, INC., a California nonprofit corporation (CONTRACTOR). This
 12 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).
 13

14 **W I T N E S S E T H:**

15
 16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
 17 Human Immunodeficiency Virus (HIV) Residential Alcohol and Drug Abuse Treatment Services
 18 described herein to the residents of Orange County; and

19 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
 20 conditions hereinafter set forth:

21 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2008 through June 30, 2009

Maximum Obligation: ~~\$248,264~~ \$258,264

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
 Health Care Agency
 Contract Development and Management
 405 West 5th St, 6th Floor
 Santa Ana, CA 92701-4637

CONTRACTOR: Executive Director
 Straight Talk Clinic, Inc.
 5712 Camp Street
 Cypress, CA 90630

CONTRACTOR's Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Professional Liability	\$1,000,000
Comprehensive General Liability Insurance	\$1,000,000
Sexual Misconduct	\$1,000,000
Comprehensive Automobile Liability Insurance, covering the owned, non-owned and hired automobile hazards, including any COUNTY- loaned vehicles	\$1,000,000 (Combined Single Limit)

1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully
3 expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this
4 Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition
5 to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in
6 writing and formally approved and executed by both parties.

7
8 **II. ASSIGNMENT OF DEBTS**

9 Unless this Agreement is followed without interruption by another Agreement between the parties
10 hereto for the same services and substantially the same scope, at the termination of this Agreement,
11 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
12 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
13 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
14 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
15 said persons, shall be immediately given to COUNTY.

16
17 **III. COMPLIANCE**

18 A. COUNTY's Health Care Agency (HCA) has established a Compliance Program for the purpose
19 of ensuring adherence to all rules and regulations related to federal and state health care programs.

20 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant
21 HCA Policies and Procedures relating to the Compliance Program.

22 2. CONTRACTOR shall ensure that its officers, directors and employees; subcontractors and
23 other persons who provide behavioral health care services, or who perform billing or coding functions
24 of CONTRACTOR; or member of CONTRACTOR's medical staff, including physicians ("Covered
25 Persons") relative to this AGREEMENT are made aware of these Policies and Procedures.

26 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
27 Conduct for adherence by all HCA employees and contract providers has been developed.

28 1. Within thirty (30) calendar days of award of this Agreement, CONTRACTOR has the
29 option of submitting to ADMINISTRATOR a signed acknowledgement and agreement that
30 CONTRACTOR shall comply with the "HCA Contractor Code of Conduct" specified in subparagraph
31 B.3. below or CONTRACTOR shall submit a copy of its Code of Conduct to ADMINISTRATOR for
32 review and comparison to federal, state and county standards by the HCA Compliance Officer.

33 2. If CONTRACTOR elects to submit a copy of its Code of Conduct, HCA's Compliance
34 Officer shall advise CONTRACTOR of any necessary changes to CONTRACTOR's Code of Conduct
35 to meet minimum standards and CONTRACTOR shall either take necessary action to meet said
36 standards or shall be asked to acknowledge and agree to the "HCA Contractor Code of Conduct"
37 specified in subparagraph B.3. below.

1 3. HCA CONTRACTOR CODE OF CONDUCT - CONTRACTOR and its employees and
2 subcontractors shall:

3 a. Comply with all applicable laws, regulations, rules or guidelines when providing and
4 billing for the services specified herein.

5 b. Conduct themselves honestly, fairly, courteously and with a high degree of integrity in
6 their professional dealings related to this Agreement and avoid any conduct that could reasonably be
7 expected to reflect adversely upon the integrity of CONTRACTOR and/or COUNTY.

8 c. Treat COUNTY employees, participants and other COUNTY contractors fairly and
9 with respect.

10 d. Not engage in any activity in violation of this agreement, nor engage in any other
11 conduct which violates any applicable law, regulation, rule or guideline.

12 e. Take precautions to ensure that claims are prepared and submitted accurately, timely
13 and are consistent with all applicable laws, regulations, rules or guidelines.

14 f. Ensure that no false, fraudulent, inaccurate or fictitious claims for payment or
15 reimbursement of any kind are submitted.

16 g. Bill only for eligible services actually rendered and fully documented and use billing
17 codes that accurately describe the services provided.

18 h. Act promptly to investigate and correct problems if errors in claims or billings are
19 discovered.

20 i. Promptly report to HCA's Compliance Officer any activity that CONTRACTOR
21 believes may violate the standards of the HCA Compliance Program, or any other applicable law,
22 regulation, rule or guideline.

23 j. Promptly report to HCA's Compliance Officer any suspected violation(s) of the
24 HCA Contractor Code of Conduct.

25 k. Consult with HCA's Compliance Officer if there are any questions or uncertainties of
26 any Compliance Program standard or any other applicable law, regulation, rule or guideline.

27 4. Failure of CONTRACTOR to timely submit the acknowledgement of the HCA Contractor
28 Code of Conduct or its own Code of Conduct shall constitute a material breach of this Agreement, and
29 failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR
30 shall constitute grounds for termination of this Agreement as to the non-complying party.

31 C. CONTRACTOR shall screen all Covered Persons employed or retained to provide services
32 related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined
33 hereunder. Screening shall be conducted against the General Services Administration's List of Parties
34 Excluded from Federal Programs and the Health and Human Services/Office of Inspector General List
35 of Excluded Individuals/Entities.

36 //

37 //

1 1. Ineligible Person shall be any individual or entity who:
2 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
3 federal health care programs; or
4 b. has been convicted of a criminal offense related to the provision of health care items or
5 services and has not been reinstated in the federal health care programs after a period of exclusion,
6 suspension, debarment, or ineligibility.

7 2. CONTRACTOR shall screen prospective Covered Persons prior to hire or engagement.
8 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
9 Agreement.

10 3. CONTRACTOR shall screen all current Covered Persons semi-annually (January and July)
11 to ensure that they have not become Ineligible Persons.

12 4. Covered Persons shall be required to disclose to CONTRACTOR immediately any
13 debarment, exclusion or other event that makes the Covered Person an Ineligible Person.
14 CONTRACTOR shall notify COUNTY immediately upon such disclosure.

15 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
16 federal and state funded health care services by contract with COUNTY in the event that they are
17 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
18 If CONTRACTOR becomes aware that a Covered Person has become an Ineligible Person,
19 CONTRACTOR shall remove such individual from responsibility for, or involvement with,
20 HCA business operations related to this Agreement.

21 D. REIMBURSEMENT STANDARDS

22 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
23 claims and billing for same are prepared and submitted in an accurate and timely manner and are
24 consistent with federal, state and county laws and regulations. This includes compliance with federal
25 and state health care program regulations and procedures or instructions otherwise communicated by
26 regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

27 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for
28 payment or reimbursement of any kind.

29 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
30 fully documented. When such services are coded, CONTRACTOR shall use only correct billing codes
31 that accurately describe the services provided.

32 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
33 coding of claims and billing, if and when, any such problems or errors are identified.

34 E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
35 and Provider Compliance Training, where appropriate, available to Covered Persons.

36 1. CONTRACTOR shall use its best effort to encourage completion of Covered Persons to
37 complete all Compliance Trainings when offered.

- 1 2. Such training will be made available to Covered Persons within thirty (30) calendar days of
2 employment or engagement.
- 3 3. Such training will be made available to each Covered Person annually.
- 4 4. Each Covered Person completing compliance training shall provide CONTRACTOR with
5 written certification of completion of training.
- 6 5. CONTRACTOR shall retain copies of the certifications.
- 7 6. Upon written request, CONTRACTOR shall provide ADMINISTRATOR copies of the
8 certifications, including a summary list of all Covered Persons, type of training, and date of training.

9 10 **IV. CONFIDENTIALITY**

11 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
12 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
13 regulations, including 42 USC 290dd-2 (Confidentiality of Records), as they now exist or may hereafter
14 be amended or changed.

15 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
16 Agreement are participants of the Orange County HIV services system, and therefore it may be
17 necessary for authorized staff of ADMINISTRATOR to audit participant files, or to exchange
18 information regarding specific participants with COUNTY or other providers of related services
19 contracting with COUNTY.

20 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
21 consents for the release of information from all persons served by CONTRACTOR pursuant to this
22 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with California Civil
23 Code, Division 1, Part 2.6 relating to Confidentiality of Medical Information.

24 3. In the event of a collaborative service agreement between HIV services providers,
25 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
26 from the collaborative agency, for participants receiving services through the collaborative agreement.

27 B. Prior to providing any services pursuant to this Agreement, all CONTRACTOR members of the
28 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,
29 volunteers and interns shall agree, in writing, with CONTRACTOR to maintain the confidentiality of
30 any and all information and records which may be obtained in the course of providing such services.
31 The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations
32 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
33 consultants, subcontractors, volunteers and interns.

34 35 **V. COST REPORT**

36 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar
37 days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in

1 accordance with all applicable federal, state and county requirements and generally accepted accounting
2 principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
3 centers, services, and funding sources in accordance with such requirements and consistent with prudent
4 business practice, which costs and allocations shall be supported by source documentation maintained
5 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

6 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
7 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
8 following:

9 a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each
10 business day after the above specified due date that the accurate and complete Cost Report is not
11 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
12 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
13 CONTRACTOR.

14 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
15 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost
16 Report is delivered to COUNTY.

17 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
18 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
19 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall
20 extensions be granted for more than seven (7) calendar days.

21 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
22 within one hundred and eighty (180) calendar days following the termination of this Agreement, and
23 CONTRACTOR has not entered into a subsequent or new agreement for any other services with
24 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
25 shall be immediately reimbursed to COUNTY.

26 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
27 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR
28 shall document that costs are reasonable and allowable and directly or indirectly related to the services
29 to be provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if
30 any.

31 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
32 less applicable revenues and late penalty, not to exceed COUNTY's Maximum Obligation as set forth
33 on Page 3 of this Agreement. CONTRACTOR shall not claim expenditures to COUNTY which are not
34 reimbursable pursuant to applicable federal, state and county laws, regulations and requirements. Any
35 payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an
36 unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash within
37 thirty (30) calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount

1 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

2 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
3 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
4 monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
5 reimbursement shall be made, in cash, with the submission of the Cost Report. If such reimbursement is
6 not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Report,
7 COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an
8 amount not to exceed the reimbursement due COUNTY.

9 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
10 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
11 monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
12 such payment does not exceed the Maximum Obligation of COUNTY.

13 F. The Cost Report shall contain the following attestation, which may be typed directly on or
14 attached to the Cost Report:

15
16 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
17 supporting documentation prepared by _____ for the cost report period
18 beginning _____ and ending _____ and that, to the best of my
19 knowledge and belief, costs reimbursed through this Agreement are reasonable and
20 allowable and directly or indirectly related to the services provided and that this Cost
21 Report is a true, correct, and complete statement from the books and records of
22 (provider name) in accordance with applicable instructions, except as noted. I also
23 hereby certify that I have the authority to execute the accompanying Cost Report.

24
25 Signed _____
26 Name _____
27 Title _____
28 Date _____"

29
30 **VI. DELEGATION AND ASSIGNMENT**

31 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
32 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR
33 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are
34 approved in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to
35 the service or activity under subcontract, and include any provisions that ADMINISTRATOR may
36 require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
37 pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in

1 part, without the prior written consent of COUNTY.

2 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit
3 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty
4 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall
5 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in
6 derogation of this paragraph shall be void. ADMINISTRATOR may disallow, from payments
7 otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this
8 paragraph.

9 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,
10 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
11 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
12 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an
13 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this
14 paragraph shall be void.

15 **VII. EMPLOYEE ELIGIBILITY VERIFICATION**

16 CONTRACTOR warrants that it makes best effort to fully comply with all federal and state statutes
17 and regulations regarding the employment of aliens and others and that all its employees, subcontractors
18 and consultants performing work under this Agreement meet the citizenship or alien status requirement
19 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
20 subcontractors and consultants performing work hereunder, all verification and other documentation of
21 employment eligibility status required by federal or state statutes and regulations including, but not
22 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently
23 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
24 covered employees, subcontractors and consultants for the period prescribed by the law.
25

26 **VIII. EQUIPMENT**

27 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as
28 moveable property of a relatively permanent nature with significant value. Equipment which costs
29 \$5,000 or over, including sales taxes, freight charges and other taxes are considered fixed assets.
30 Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are
31 considered minor Equipment. The cost of Equipment purchased, in whole or in part, with funds paid
32 pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.
33

34 B. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
35 COUNTY the cost of specified items of Equipment or minor Equipment purchased by CONTRACTOR.
36 To "expense," in relation to Equipment, means to charge the full cost of Equipment in the fiscal year in
37 which it is purchased. Title of expensed Equipment shall be vested with COUNTY and the Equipment

1 shall be deemed to be "Loaned Equipment" while in the possession of CONTRACTOR.

2 //

3 C. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
4 with funds paid through this Agreement in accordance with guidelines set forth in COUNTY's
5 "Accounting Procedures Manual," as periodically amended. Such inventory shall be available for
6 review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and
7 balance of undepreciated Equipment cost, if any.

8 D. For Loaned Equipment, CONTRACTOR shall cooperate with ADMINISTRATOR in
9 conducting any periodic physical inventories of Loaned Equipment that ADMINISTRATOR may
10 require. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned
11 Equipment to COUNTY.

12 E. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the
13 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,
14 CONTRACTOR must complete and submit to ADMINISTRATOR a "Notification of Location
15 Change" form or "Surplus Requisition" form when items of Loaned Equipment are moved from one
16 location to another or returned to COUNTY as surplus.

17 F. Unless this Agreement is followed without interruption by another agreement between the
18 parties for substantially the same type and scope of services, at the termination of this Agreement for
19 any cause, CONTRACTOR shall return to COUNTY all Loaned Equipment purchased with funds paid
20 through this Agreement.

21
22 **IX. FACILITIES, PAYMENTS AND SERVICES**

23 COUNTY shall compensate CONTRACTOR, and CONTRACTOR agrees to provide the services,
24 staffing, facilities, any equipment and supplies, and reports in accordance with Exhibit A to this
25 Agreement. CONTRACTOR shall operate continuously throughout the term of this Agreement with at
26 least the minimum number and type of staff which meet applicable federal and state requirements, and
27 which are necessary for the provision of the services hereunder.

28
29 **X. INDEMNIFICATION AND INSURANCE**

30 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
31 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
32 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
33 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
34 including but not limited to personal injury or property damage, arising from or related to the services,
35 products or other performance provided by CONTRACTOR, its employees, consultants, or
36 subcontractors pursuant to this contract. If judgment is entered against CONTRACTOR and COUNTY
37 by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or

1 COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as
2 determined by the court. Neither party shall request a jury apportionment.

3 B. CONTRACTOR shall ensure its compliance with all safety and health requirements for its
4 employees in accordance with federal, state and county safety and health regulations. Prior to the
5 execution of this Agreement, CONTRACTOR shall furnish evidence satisfactory to
6 ADMINISTRATOR, that CONTRACTOR has secured, for the period of this Agreement, full Worker's
7 Compensation coverage from a reputable insurance company licensed to do business in the State of
8 California.

9 C. All insurance policies except Workers' Compensation, Employer's Liability, and Professional
10 Liability shall contain the following clauses:

11 1. "The County of Orange is included as an additional insured with respect to the operations
12 of the named insured performed under contract with the County of Orange."

13 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess
14 of, and not contribute with, insurance provided by this policy."

15 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)
16 calendar days written notice has been given to Orange County HCA/Contract Development and
17 Management, 405 West 5th Street, 6th Floor, Santa Ana, CA 92701-4637."

18 D. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be
19 mailed to COUNTY as referenced on Page 3 of this Agreement.

20 21 **XI. INSPECTIONS AND AUDITS**

22 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
23 of the State of California, the Secretary of the United States Department of Health and Human Services,
24 the Comptroller General of the United States, or any of their authorized representatives, shall have
25 access to any books, documents, and records, including but not limited to, medical and Participant
26 records, of CONTRACTOR that such persons deem pertinent to this Agreement, for the purpose of
27 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of
28 retention set forth in the Records paragraph of Exhibit A to this Agreement. Such persons may at all
29 reasonable times, inspect or otherwise evaluate the services provided pursuant to this Agreement, and
30 the premises in which they are provided.

31 B. CONTRACTOR shall actively participate and cooperate with any person specified in
32 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
33 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
34 evaluation or monitoring.

35 C. AUDIT RESPONSE

36 1. Following an audit report, in the event of non-compliance with applicable laws and
37 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement

1 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement
2 //
3 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
4 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

5 2. If the audit reveals that money is payable from one party to the other, that is,
6 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
7 CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60)
8 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to
9 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
10 in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to
11 exceed the reimbursement due COUNTY.

12 D. Within fourteen (14) calendar days of receipt by CONTRACTOR, CONTRACTOR shall
13 forward to ADMINISTRATOR a copy of any audit report. Such audit shall include, but not be limited
14 to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations,
15 whether or not the cost of such operation or audit is reimbursed in whole or in part through this
16 Agreement.

17 18 **XII. LICENSES AND LAWS**

19 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
20 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and
21 exemptions necessary for the provision of the services hereunder and required by the laws or regulations
22 of the United States, the State of California, COUNTY and all other applicable governmental agencies.
23 CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or
24 maintain, irrespective of the pendency of an appeal, such permits, licenses, approvals, certificates,
25 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

26 B. CONTRACTOR shall comply with all applicable governmental laws, regulations and
27 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and
28 requirements shall include, but not be limited to, the following:

- 29 1. Title XXVI of the Public Health Services Act, as amended by the Ryan White HIV/AIDS
30 Treatment Modernization Act of 2006.
- 31 2. Federal Single Audit Act of 1984 (31 U.S.C.A. 7501.70).
- 32 3. The Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101 et seq.).
- 33 4. AIDS Housing Opportunity Act (42 U.S.C.A. 12901 et seq.).
- 34 5. 24 CFR Part 574, Housing Opportunities for Persons with AIDS.
- 35 6. 24 CFR Parts 42 and 570.606.
- 36 7. 25 CFR Part 85, Common Rule to the Community Development Block Grant Entitlement
37 Program.

- 1 8. State of California Welfare and Institutions Code Section 15600, et seq., Abuse of the
2 Elderly and Dependent Adults.
- 3 9. 45 CRF Part 76, Drug Free Work Place.
- 4 10. California Code of Regulations, Title 9, Division 4.
- 5 11. California Code of Regulations, Title 22
- 6 12. California Health and Safety Code, Divisions 10.5 and 10.6.
- 7 13. U.S. Department of Health and Human Services, Public Health Service, PHS Grant Policy
8 Statement.
- 9 14. Office of Management and Budget (OMB) Circulars A-89, A-110, A-122 and A-133.
- 10 15. State of California, Department of Alcohol and Drug Programs Audit Assistance Guide
11 Manual.
- 12 16. State of California, Department of Alcohol and Drug Programs, Alcohol and/or Other Drug
13 Program Certification Standards, July 1999.
- 14 17. State of California, Department of Alcohol and Drug Programs, Drug Program Fiscal
15 Systems Manual (DPFS Manual).
- 16 18. Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist
17 now, or be hereafter amended, and if applicable.

18 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 19 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
20 of the award of this Agreement:
 - 21 a. In the case of an individual contractor, his/her name, date of birth, Social Security
22 number, and residence address;
 - 23 b. In the case of a contractor doing business in a form other than as an individual, the
24 name, date of birth, Social Security number, and residence address of each individual who owns an
25 interest of ten percent (10%) or more in the contracting entity;
 - 26 c. A certification that CONTRACTOR has fully complied with all applicable federal and
27 state reporting requirements regarding its employees;
 - 28 d. A certification that CONTRACTOR has fully complied with all lawfully served
29 Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
- 30 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
31 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
32 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
33 Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and
34 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
35 grounds for termination of this Agreement.
- 36 3. It is expressly understood that this data will be transmitted to governmental agencies
37 charged with the establishment and enforcement of child support orders, or as permitted by federal

1 and/or state statute.

2 //

3 **XIII. LITERATURE**

4 Any literature, including educational and promotional materials, distributed by CONTRACTOR for
5 purposes directly related to this Agreement shall indicate that CONTRACTOR's services are supported
6 by federal, and state, county funds, as appropriate. For the purposes of this Agreement, distribution of
7 such literature shall include written materials as well as electronic media such as the Internet.
8 CONTRACTOR shall also clearly explain through written materials that there shall be no unlawful use
9 of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in
10 California Health and Safety Code, Section 11999 et seq.

11
12 **XIV. MAXIMUM OBLIGATION**

13 The Total Maximum Obligations of COUNTY for services provided in accordance with this
14 Agreement is as specified on Page 3 of this Agreement.

15
16 **XV. NONDISCRIMINATION**

17 **A. EMPLOYMENT**

18 1. CONTRACTOR shall ensure that applicants are employed, and that employees are treated
19 during employment, without regard to their ethnic group identification, race, religion, ancestry, color,
20 creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or
21 physical or mental disability. Such action shall include, but not be limited to the following:
22 employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or
23 termination; rate of pay or other forms of compensation; and selection for training, including
24 apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for
25 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
26 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

27 2. All solicitations or advertisements for employees placed by or on behalf of
28 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
29 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
30 national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability.
31 Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

32 3. Each labor union or representative of workers with which CONTRACTOR has a collective
33 bargaining agreement or other contract or understanding must post a notice advising the labor union or
34 workers' representative of the commitments under this Nondiscrimination paragraph and shall post
35 copies of the notice in conspicuous places available to employees and applicants for employment.

36 **B. SERVICES, BENEFITS, AND FACILITIES** - CONTRACTOR shall not discriminate in the
37 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of

1 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age
2 (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with
3 Title VI of the Civil Rights Act of 1964, 42 U.S.C.A. §2000d, and all other pertinent rules and
4 regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all
5 may now exist or be hereafter amended or changed.

6 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the
7 following based on one or more of the factors identified above:

8 a. Denying a Participant or potential Participant any service, benefit, or accommodation.

9 b. Providing any service or benefit to a Participant which is different or is provided in a
10 different manner or at a different time from that provided to other Participants.

11 c. Restricting a Participant in any way in the enjoyment of any advantage or privilege
12 enjoyed by others receiving any service or benefit.

13 d. Treating a Participant differently from others in satisfying any admission requirement
14 or condition, or eligibility requirement or condition, which individuals must meet in order to be
15 provided any service or benefit.

16 e. Assignment of times or places for the provision of services.

17 2. Complaint Process - CONTRACTOR shall establish procedures for advising all
18 Participants through a written statement that CONTRACTOR's Participants may file all complaints
19 alleging discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the
20 U.S. Department of Health and Human Services' Office for Civil Rights. CONTRACTOR's statement
21 shall advise Participants of the following:

22 a. In those cases where the Participant's complaint is filed initially with the Office for
23 Civil Rights (Office), the Office may proceed to investigate the Participant's complaint, or the Office
24 may request COUNTY to conduct the investigation.

25 b. Within the time limits procedurally imposed, the complainant shall be notified in
26 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
27 an appeal with the Office for Civil Rights.

28 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of
29 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
30 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),
31 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
32 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

33 D. RETALIATION - Neither CONTRACTOR, nor its employees or agents shall intimidate, coerce
34 or take adverse action against any person for the purpose of interfering with rights secured by federal or
35 state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in
36 an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by
37 federal or state law.

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2 //
3 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and
4 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
5 CONTRACTOR may be declared ineligible for further contracts involving federal, state, or county
6 funds.

7
8 **XVI. NOTICES**

9 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
10 authorized or required by this Agreement shall be effective:

- 11 1. When written and deposited in the United States mail, first class postage prepaid and
12 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;
13 2. When FAXed, transmission confirmed;
14 3. When sent by electronic mail; or
15 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
16 Service, or other expedited delivery service.

17 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
18 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
19 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
20 expedited delivery service.

21 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
22 becoming aware of any occurrence of a serious nature which may expose COUNTY to liability. Such
23 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
24 damage to any County property in possession of CONTRACTOR.

25 D. In the event of a death, notification shall be made in accordance with the Notification of Death
26 paragraph of this Agreement.

27 E. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
28 ADMINISTRATOR.

29
30 **XVII. NOTIFICATION OF DEATH**

31 **A. NON-TERMINAL ILLNESS DEATH**

32 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon
33 becoming aware of the death due to non-terminal illness of any person served hereunder or served
34 within the previous twelve (12) months; provided, however, weekends and holidays shall not be
35 included for purposes of computing the time within which to give telephone notice and, notwithstanding
36 the time limit herein specified, notice need only be given during normal business hours.

37 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver

1 or FAX a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

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4 3. The telephone report and written Notification of Non-Terminal Illness Death shall contain
5 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the
6 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

7 **B. TERMINAL ILLNESS DEATH**

8 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,
9 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of
10 any person served hereunder, or served within the previous twelve (12) months. The Notification of
11 Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and
12 circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge
13 of the incident.

14 2. If there are any questions regarding the cause of death of any person served hereunder who
15 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,
16 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with subparagraph A.
17 above.

18
19 **XVIII. RECORDS MANAGEMENT AND MAINTENANCE**

20 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
21 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
22 accordance with this Agreement and all applicable requirements, which are listed below, but not limited
23 to:

24 1. California Code of Regulation Title 22, Chapter 7, Article 6, §75055 - Retention of records
25 by outpatient medical facilities.

26 2. State of California, Department of Alcohol and Drug Programs Reporting System (ASRS)
27 manual.

28 3. State of California, Department of Alcohol and Drug Programs Fiscal System (DPFS)
29 manual.

30 4. 45 CFR, HIPAA Privacy Rule (Designated Record Set).

31 5. State of California, Health and Safety Code §§123100 – 123149.5.

32 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
33 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

34 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
35 preparation, and confidentiality of records related to participant, Participant and/or patient records are
36 met at all times.

37 D. CONTRACTOR shall be informed through this Agreement that HIPAA has broadened the

1 definition of medical records and identified this new record set as a Designated Record Set (DRS).
2 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

3 //

4 1. The medical records and billing records about individuals maintained by or for a covered
5 health care provider;

6 2. The enrollment, payment, claims adjudication, and case or medical management record
7 systems maintained by or for a health plan; or

8 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

9 E. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
10 Participants, participants, patients, etc., be provided the right to access or receive a copy of their DRS
11 and/or request addendum to their records.

12 F. CONTRACTOR shall retain all financial records for a minimum of five (5) years from the
13 commencement of the contract, unless a longer period is required due to legal proceedings such as
14 litigations and/or settlement of claims.

15 G. CONTRACTOR shall retain all participant, Participant, patient and/or medical records for
16 seven (7) years following discharge of the participant, Participant and/or patient, with the exception to
17 unemancipated minors for whom records must be kept for at least one (1) year after such minors have
18 reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is
19 longer.

20 H. CONTRACTOR shall make records pertaining to the costs of services, participant fees,
21 charges, billings, and revenues available at one (1) location within the limits of the County of Orange.

22 I. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
23 may provide written approval to CONTRACTOR to change the record location criteria.

24 J. CONTRACTOR may be required to retain all records involving litigation proceedings and
25 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

26
27 **XIX. REVENUE**

28 A. FEES - CONTRACTOR shall charge a fee to Participants to whom services are provided
29 pursuant to this Agreement, their estates and responsible relatives, in accordance with the fee system
30 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,
31 but it shall not exceed the actual cost of services provided. No person shall be denied services because
32 of an inability to pay.

33 B. THIRD-PARTY REVENUE - CONTRACTOR shall make every reasonable effort to obtain all
34 available third-party reimbursement for which persons served hereunder may be eligible. Charges to
35 insurance carriers shall be on the basis of CONTRACTOR's usual and customary charges.

36 C. PROCEDURES - CONTRACTOR shall maintain internal financial controls which adequately
37 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically

1 provide for the identification of delinquent accounts and methods for pursuing such accounts.
2 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
3 status of fees which
4 //
5 are billed, collected, transferred to a collection agency or deemed by CONTRACTOR to be
6 uncollectible.

7 D. OTHER REVENUES - CONTRACTOR shall charge for services, supplies, or facility use by
8 persons other than individuals or groups eligible for services pursuant to this Agreement.

9
10 **XX. SEVERABILITY**

11 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
12 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
13 federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
14 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
15 in full force and effect, and to that extent the provisions of this Agreement are severable.

16
17 **XXI. SPECIAL PROVISIONS**

18 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
19 purposes:

- 20 1. Purchasing or improving land, including constructing or permanently improving any
21 building or facility, except for tenant improvements.
- 22 2. Providing inpatient hospital services or purchasing major medical equipment.
- 23 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
24 funds (matching).
- 25 4. Making cash payments to intended recipients of services through this Agreement.
- 26 5. Contracting or subcontracting with any entity other than an individual or nonprofit entity,
27 unless no non-profit is able and willing to provide such services.
- 28 6. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
29 and reports in compliance with this requirement pursuant to Title 31, Section 1352, U.S.C.A.
- 30 7. Supplanting current funding for existing services.
- 31 8. Fundraising.
- 32 9. Payment of home mortgages; direct maintenance expense (tires, repair, etc.) of a privately
33 owned vehicle or any other cost associated with a vehicle, such as a lease or loan payment(s), insurance,
34 or license and registration fees; payment of local or state personal property taxes (for residential
35 property, private automobiles, or any other personal property against which taxes may be levied). This
36 restriction does not apply to vehicles operated by organizations for program purposes.
- 37 10. To meet professional licensure or program licensure requirements.

1 11. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
2 CONTRACTOR's staff or members of the Board of Directors.

3 12. Making personal loans to CONTRACTOR's staff or members of the Board of Directors, or
4 making salary advances or giving bonuses to CONTRACTOR's staff.

5 13. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
6 services.

7 B. Unless otherwise specified in writing by ADMINISTRATOR, CONTRACTOR shall not use
8 the funds provided by means of this Agreement for the following purposes:

9 1. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
10 CONTRACTOR's Participants.

11 2. Funding travel or training (excluding mileage or parking) not approved by
12 ADMINISTRATOR.

13 3. Making phone calls outside of the local area unless documented to be directly for the
14 purpose of Participant care.

15 4. Payment for grant writing, consultants, Certified Public Accounting, or legal services not
16 approved in advance by ADMINISTRATOR.

17 5. Purchase of artwork or other items that are for decorative purposes and do not directly
18 contribute to the quality of services to be provided pursuant to this Agreement.

19 C. To the greatest extent practicable, all equipment and products purchased with funds made
20 available through this Agreement should be American-made.

21
22 **XXII. STATUS OF CONTRACTOR**

23 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
24 wholly responsible for the manner in which it performs the services required of it by the terms of this
25 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
26 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
27 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
28 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
29 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
30 subcontractors as they relate to the services to be provided during the course and scope of their
31 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
32 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to
33 be COUNTY employees.

34
35 **XXIII. TERM**

36 The term of this Agreement shall commence and terminate as specified on Page 3 of this
37 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however,

1 CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term,
2 including but not limited to, obligations with respect to confidentiality, indemnification, audits,
3 reporting and accounting.

4 //

5 **XXIV. TERMINATION**

6 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days
7 written notice given the other party.

8 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
9 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
10 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
11 (30) calendar days for corrective action.

12 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
13 of any of the following events:

- 14 1. The loss by CONTRACTOR of legal capacity.
- 15 2. Cessation of services.
- 16 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
17 another entity without the prior written consent of COUNTY.
- 18 4. The habitual neglect by any physician or licensed person employed by CONTRACTOR of
19 any duty required pursuant to this Agreement.
- 20 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of
21 this Agreement.
- 22 6. The continued incapacity of any physician or licensed person to perform duties required
23 pursuant to this Agreement.
- 24 7. Unethical conduct or malpractice by any physician or licensed person providing services
25 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
26 removes such physician or licensed person from serving persons treated or assisted pursuant to this
27 Agreement.

28 **D. CONTINGENT FUNDING**

- 29 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 30 a. The continued availability of federal, state, and county funds for reimbursement of
31 COUNTY's expenditures, and
 - 32 b. Inclusion of sufficient funding for the services hereunder in the applicable budgets
33 approved by the Board of Supervisors.
- 34 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate
35 or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

36 E. In the event this Agreement is terminated prior to the completion of the term as specified on
37 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum

1 | Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

2 | F. After receiving a Notice of Termination CONTRACTOR shall do the following:

3 | 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
4 | is consistent with recognized standards of quality care and prudent business practice.

5 | 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
6 | performance during the remaining contract term.

7 | 3. If Participants are to be transferred to another facility for services, furnish
8 | ADMINISTRATOR, upon request, all Participant information and records deemed necessary by
9 | ADMINISTRATOR to effect an orderly transfer.

10 | 4. Assist ADMINISTRATOR in effecting the transfer of Participants in a manner consistent
11 | with their best interests.

12 | 5. If records are to be transferred to COUNTY, pack and label such records in accordance
13 | with directions provided by ADMINISTRATOR.

14 | 6. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
15 | supplies purchased with funds provided by COUNTY.

16 | 7. To the extent services are terminated, cancel outstanding commitments covering the
17 | procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
18 | commitments which relate to personal services. With respect to these canceled commitments,
19 | CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
20 | arising out of such cancellation of commitment which shall be subject to written approval of
21 | ADMINISTRATOR.

22 | G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
23 | exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

24 |
25 | **XXV. THIRD PARTY BENEFICIARY**

26 | Neither party hereto intends that this Agreement shall create rights hereunder in third parties
27 | including, but not limited to, any subcontractors or any Participants provided services hereunder.

28 |
29 | **XXVI. WAIVER OF DEFAULT OR BREACH**

30 | Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
31 | subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
32 | Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
33 | default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
34 | Agreement.

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6 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
7 State of California.

8
9 STRAIGHT TALK CLINIC, INC.

10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
15
16 COUNTY OF ORANGE

17
18
19 BY: _____ DATED: _____

20 CHAIR OF THE BOARD OF SUPERVISORS

21
22
23 SIGNED AND CERTIFIED THAT A COPY
24 OF THIS DOCUMENT HAS BEEN DELIVERED
25 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

26 ATTEST:

27
28 _____ DATED: _____

29 DARLENE J. BLOOM
30 Clerk of the Board of Supervisors
31 Orange County, California

32 APPROVED AS TO FORM
33 OFFICE OF THE COUNTY COUNSEL
34 ORANGE COUNTY, CALIFORNIA

35
36 BY: _____ DATED: _____

37 DEPUTY

Attachment C. Redline Version to Attachment A

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If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 HIV RESIDENTIAL ALCOHOL AND DRUG ABUSE TREATMENT SERVICES WITH
4 STRAIGHT TALK CLINIC, INC.
5 JULY 1, 2008 THROUGH JUNE 30, 2009
6

7 **I. ASSURANCES**

8 In accordance with funding requirements under Title XXVI of the Public Health Services Act as
9 amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006 (Ryan White Act),
10 CONTRACTOR assures that it will:

11 A. Provide, to the maximum extent practicable, Human Immunodeficiency Virus (HIV)-related
12 health care and support services without regard to the ability of the individual to pay for such services
13 and without regard to the current or past health condition of the individual with HIV disease.

14 B. Provide services in a setting that is accessible to low-income and racial/ethnic minority
15 individuals with HIV disease and their families. Services shall include cultural and language
16 competency to meet the special needs of CONTRACTOR's participants.

17 C. Permit and cooperate with any official federal or state investigations undertaken regarding
18 programs conducted under the Ryan White Act.

19 D. Assure that contract funds are used as payor of last resort. Contractor shall not use contract
20 funds to make payments for any item or service to the extent that payment for that item or service has
21 already been made, or can reasonably expect to be made:

22 1. Under any State compensation program, under an insurance policy, or under any federal or
23 state health benefits program; or

24 2. By an entity that provides health services on a prepaid basis; or

25 3. By third party reimbursement.

26 E. Comply with the funding requirements regarding charges for services:

27 1. In the case of individuals with an income less than or equal to one hundred percent (100%)
28 of the official federal poverty line, CONTRACTOR will not impose charges on any such individual for
29 the provision of services under this Agreement.

30 2. In the case of individuals with an income greater than one hundred percent (100%) of the
31 official federal poverty line, CONTRACTOR shall:

32 a. Impose charges on such individuals for the provision of such services.

33 b. Impose charges according to a schedule of charges that is made available to the public.

34 3. In the case of individuals with an income greater than one hundred percent (100%) of the
35 official federal poverty line and not exceeding two hundred percent (200%) of such poverty line,
36 CONTRACTOR shall not, for any calendar year, impose charges in an amount exceeding five percent
37 (5%) of the annual gross income of the individual involved.

1 4. In the case of individuals with an income greater than two hundred percent (200%) of the
2 official federal poverty line and not exceeding three hundred percent (300%) of such poverty line,
3 CONTRACTOR will not, for any calendar year, impose charges in an amount exceeding seven percent
4 of the annual gross income of the individual involved.

5 5. In the case of individuals with an income greater than three hundred percent (300%) of the
6 official federal poverty line, CONTRACTOR will not, for any calendar year, impose charges in an
7 amount exceeding ten percent of the annual gross income of the individual involved.

8 F. Notify COUNTY immediately, in writing, if CONTRACTOR or any of its principals is
9 debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
10 participation in this transaction by any Federal Department or Agency.

11 **II. DEFINITIONS**

12 The parties agree to the following terms and definitions, and to those terms and definitions which,
13 for convenience, are set forth elsewhere in this Agreement.

14 A. ASAM also called ASAM PPC means American Society of Addiction Medicine Patient
15 Placement Criteria.

16 B. CalOMS means the California Outcomes Measurement System (CalOMS) which is a statewide
17 Participant-based data collection and outcomes measurement system as required by the State
18 Department of Alcohol and Drug Programs to effectively manage and improve the provision of alcohol
19 and other drug services at the State, County, and provider levels.

20 C. Client Evaluation of Self at Intake (CESI) and Client Evaluation of Self and Treatment (CEST)
21 are self-administered survey instruments designed to assess clients' motivation for change, engagement
22 in treatment, social and peer support, and other psychosocial indicators of progress in recovery.

23 D. DATAR means the Drug Abuse Treatment Access Report as required by the State Department
24 of Alcohol and Drug Programs.

25 E. Graduation or Participant Completion means the completion of the residential treatment
26 (recovery) program whereby the Participant has successfully completed all goals and objectives for all
27 phases and length of treatment authorized by ADMINISTRATOR and documented in the Participant's
28 treatment plan.

29 F. Graduation date means the date the Participant is officially discharged from residential
30 treatment (recovery) in accordance with the definition of graduation.

31 G. Integrated Records and Information System (IRIS) means a collection of applications and
32 databases that serve the needs of programs within the County of Orange Health Care Agency and
33 includes functionality such as registration and scheduling, laboratory information system, billing and
34 reporting capabilities, compliance with regulatory requirements, electronic medical records and other
35 relevant applications.

36 //

1 H. Participant means a person who has an alcohol and/or other drug problem, for whom a
2 COUNTY approved intake and admission for residential services as appropriate have been completed
3 pursuant to this Agreement.

4 I. Program Protocol means CONTRACTOR's written program description, goals and objectives,
5 and policies established by CONTRACTOR for the residential treatment program as provided pursuant
6 to this Agreement.

7 J. Residential Treatment means alcohol and other drug treatment services that are provided to
8 Participants at a twenty-four (24)-hour residential program. Services are provided in an alcohol and
9 drug free environment and support recovery from alcohol and/or other drug related problems. These
10 services shall be provided in a non-medical residential setting that has been licensed and certified by the
11 State of California, Department of Alcohol and Drug Programs.

12 K. Therapeutic Group means activities such as individual counseling, groups and 12-step meetings,
13 but excludes chores and recreational activities.

14 L. Token means the security device which allows an individual user to access the HCA computer
15 based Integrated Record Information System (IRIS).

16 M. Unit of Service means one (1) calendar day during which services are provided to a Participant
17 pursuant to this Agreement. The day of admission shall be included; the day of discharge shall be
18 excluded. If both admission and discharge occur on the same day, the day shall be considered a day of
19 admission and counts as a full day.

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III. BUDGET

A. The following budget is set forth for informational purposes only:

ADMINISTRATIVE COST

Salaries	\$ 31,717
	<u>31,750</u>
Benefits	4,889
	<u>4,985</u>
Services and Supplies	689 <u>265</u>
Subcontracts	0
	<u>1,575</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 37,295
	<u><u>38,575</u></u>

PROGRAM COST

Salaries	\$ 129,143
	<u>128,500</u>
Benefits	24,219
	<u>24,580</u>
Services and Supplies	52,039
	<u>59,609</u>
Subcontracts	7,568
	<u>9,000</u>
SUBTOTAL PROGRAM COST	\$ 212,969
	<u><u>221,689</u></u>

GROSS COST

\$ ~~250,264~~

260,264

REVENUE

Donations	\$ 2,000
Food Stamps	<u>0</u>
TOTAL REVENUE	\$ 2,000

NET COST

\$ ~~248,264~~

258,264

1 B. Any increases or decreases to the budget must be approved, in advance and in writing, by
2 ADMINISTRATOR.

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4 **IV. PAYMENTS**

5 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of
6 ~~\$20,689~~ \$21,522 per month. All payments are interim payments only, and subject to Final Settlement in
7 accordance with the Cost Report paragraph of the Agreement for which CONTRACTOR shall be
8 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such
9 payments does not exceed COUNTY's Total Maximum Obligation set forth on Page 3 of this
10 Agreement; and, provided further, CONTRACTOR's costs are reimbursable pursuant to federal, state,
11 and county regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any
12 month for which the provisional amount specified above has not been fully paid.

13 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and
14 Revenue Report as specified in the Reports paragraph of this Exhibit A to the Agreement.
15 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
16 CONTRACTOR as specified in subparagraphs IV.A.2. and IV.A.3., below.

17 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
18 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
19 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
20 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
21 incurred by CONTRACTOR.

22 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
23 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
24 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
25 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
26 the year-to-date actual cost incurred by CONTRACTOR.

27 B. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide
28 such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) business day
29 of each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-
30 one (21) calendar days after receipt of the correctly completed billing form.

31 C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source
32 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
33 canceled checks, receipts, receiving records, and records of services provided.

34 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply
35 with any provision of the Agreement.

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1 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
2 and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or
3 specifically agreed upon in a subsequent Agreement.

4
5 **V. RECORDS**

6 A. PARTICIPANT RECORDS - CONTRACTOR shall maintain adequate records in accordance
7 with the COUNTY Alcohol and Drug Abuse Services Administration Guidelines on each individual
8 Participant in sufficient detail to permit an evaluation of services, which shall include, but need not be
9 limited to:

- 10 1. ADMINISTRATOR's Treatment Authorization Form for residential treatment services.
- 11 2. Documentation of HIV disease diagnosis
- 12 3. Description of Participant's residential situation prior to admission to the facility
- 13 4. Substance abuse history
- 14 5. Case Manager's name and telephone number
- 15 6. Tuberculosis clearance
- 16 7. Written agreements, signed by the Participant, describing terms and conditions of
17 HIV Residential Drug Treatment Program participation
- 18 8. Dates of admittance and discharge
- 19 9. Emergency notification information
- 20 10. Record of any funds collected from, or on behalf of, the Participant
- 21 11. An admission record shall include documentation that residential services are appropriate
22 for the Participant. Such documentation, made within fourteen (14) calendar days of admission, and
23 shall include a comprehensive psychosocial assessment.
- 24 12. Treatment plans shall be documented in the Participant's record within fourteen (14)
25 calendar days from the date of admission.

26 B. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
27 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
28 type of service for which payment is claimed in accordance with generally accepted accounting
29 principles, the Alcohol Services Reporting System (ASRS) Manual.

30 1. Any apportionment of or distribution of costs, including indirect costs, to or between
31 programs or cost centers of CONTRACTOR shall be documented, and shall be made in accordance with
32 generally accepted principles, the ASR Manual, and the DPFS Manual.

33 2. CONTRACTOR shall account for funds provided through this Agreement separately from
34 other funds, and maintain a clear audit trail for the expenditure of funds.

35 3. The Participant eligibility determination and fee charged to and collected from Participants,
36 together with a record of all billings rendered and revenues received from any source, on behalf of
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1 Participants treated pursuant to this Agreement, must be reflected in CONTRACTOR's financial
2 records.

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4 **VI. REPORTS**

5 **A. MONTHLY PROGRAMMATIC**

6 1. CONTRACTOR shall submit a monthly programmatic report to ADMINISTRATOR,
7 including information required and on a form approved or provided by ADMINISTRATOR, in
8 conjunction with the billing described in the Payments paragraph in this Exhibit A. These monthly
9 programmatic reports should be received by ADMINISTRATOR no later than the tenth (10th) business
10 day of the month following the report month.

11 2. CONTRACTOR shall be responsible to include in the monthly programmatic report any
12 problems in implementing the provisions of this Agreement, pertinent facts or interim findings, staff
13 changes, status of license(s) and/or certification(s), changes in population served, and reasons for any
14 changes. Additionally, a statement that the CONTRACTOR is or is not progressing satisfactorily in
15 achieving all the terms of the Agreement shall be included.

16 **B. FISCAL**

17 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
18 ADMINISTRATOR, including information required and on a form approved or provided by
19 ADMINISTRATOR, on conjunction with the billing described in the Payments paragraph in this
20 Exhibit A. These monthly expenditure/revenue reports should be received by ADMINISTRATOR no
21 later than fifteen (15) calendar days following the report month.

22 2. CONTRACTOR shall submit monthly Year-End Projection Reports to
23 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
24 ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for
25 CONTRACTOR's program(s) or cost center(s) described in the Services paragraph of Exhibit A to this
26 Agreement. Such reports shall include actual monthly costs and revenue to date submitted and
27 anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports shall
28 be submitted at the same time as the monthly Expenditure and Revenue Reports.

29 **C. MONTHLY IRIS -** CONTRACTOR shall participate in COUNTY's IRIS and input all IRIS
30 and CalOMS data for the preceding month no later than the fifth (5th) day of the month following the
31 report month. CONTRACTOR shall correct and submit all errors from the CalOMS Feedback and
32 Error Report via IRIS within seven (7) days of receipt of the report. CalOMS discharges shall be
33 entered no later than seven (7) calendar days after participant's discharge.

34 **D. MONTHLY DATAR -** CONTRACTOR shall provide reports under the DATAR, and/or any
35 other State Department of Alcohol and Drug Programs Reporting System in a manner prescribed by
36 ADMINISTRATOR, no later than the fifth (5th) business day of the month following the report month.

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1 E. QUALITY MANAGEMENT (QM) PLAN – CONTRACTOR shall participate in QM activities
2 including, but not limited to, trainings, development of standards of care, peer reviews, and the
3 establishment of County-wide goals and objectives and shall adhere to the standards set forth by the
4 County-wide Ryan White QM Committee. If requested by ADMINISTRATOR, CONTRACTOR shall
5 develop and submit to ADMINISTRATOR a written QM Plan with CONTRACTOR authorized
6 signature(s) within sixty (60) days of request. CONTRACTOR shall participate in the Quality
7 Management (QM) Activities established by ADMINISTRATOR and shall adhere to the standards set
8 forth by the County-wide Ryan White QM Committee.

- 9 1. The QM Plan shall include but not be limited to:
- 10 a. CONTRACTOR’s mission, goals, and objectives;
 - 11 b. A description of the process for assessing CONTRACTOR’s program effectiveness in
12 accomplishing mission, goals, and objectives;
 - 13 c. The purpose and objectives of CONTRACTOR’s QM Team;
 - 14 d. Membership and duties of QM Team;
 - 15 e. CONTRACTOR’s meeting schedule;
 - 16 f. A description of the mechanism and frequency of obtaining and using ongoing
17 feedback from program Participants regarding program effectiveness, accessibility, and Participant
18 satisfaction;
 - 19 g. Adoption of Countywide Outcome Measures; and
 - 20 h. Adoption of Continuous Quality Improvement Plan (CQI);

21 2. CONTRACTOR shall submit a QM Report with appropriate signature(s) to
22 ADMINISTRATOR by August 31, 2008. The QM Report shall be submitted in a format provided or
23 approved by ADMINISTRATOR. The QM Report shall include but not be limited to:

- 24 a. An Introduction;
- 25 b. Countywide Outcome Measures;
- 26 c. A Summary of Findings;
- 27 d. Required documentation for QM activities including but not limited to agenda,
28 attendance sheets, and minutes.

29 F. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by
30 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder.
31 ADMINISTRATOR shall be specific as to the nature of information requested the time frame the
32 information is needed.

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34 **VII. SERVICES**

35 A. FACILITY - CONTRACTOR shall provide Alcohol and Drug Abuse Residential Treatment
36 Services with basic life support and other services within a licensed and certified twelve (12) bed
37 facility. Such a facility shall be located at 1225-1227 West 6th Street, Santa Ana, California, or at any

1 other location approved, in writing, by ADMINISTRATOR.

2 1. Unless otherwise authorized in writing by ADMINISTRATOR, CONTRACTOR shall
3 maintain regularly scheduled service hours, seven (7) days a week, twenty-four (24) hours per day
4 throughout the year.

5 2. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule;
6 provided, however, that CONTRACTOR shall be required to provide a modified schedule of activity on
7 these holidays.

8 B. PERSONS TO BE SERVED - CONTRACTOR shall serve adults, ages eighteen (18) years and
9 older who are substance abusers living with HIV disease.

10 C. UNITS OF SERVICE

11 1. CONTRACTOR shall provide ~~2,080~~ ^{2,143} ~~2,164~~ HIV Residential Alcohol and Drug Abuse
12 Treatment units of service.

13 2. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the
14 Units of Service as set forth in subparagraph VII.C.1. above.

15 D. RESIDENTIAL RECOVERY SERVICES - CONTRACTOR shall provide a six (6) bed
16 HIV residential alcohol and drug abuse treatment program to adult male and female Participants in
17 accordance with the standards established by the COUNTY and the State Department of Alcohol and
18 Drug Programs, and within the specifications stated herein, unless otherwise authorized by
19 ADMINISTRATOR. CONTRACTOR shall provide a program no less than thirty (30) calendar days
20 and no more than one hundred eighty (180) calendar days unless approved in writing by
21 ADMINISTRATOR. Length of program for each Participant shall be determined by
22 ADMINISTRATOR. Residential Recovery Services shall consist of the following:

23 1. Screening – Prior to admission, CONTRACTOR shall conduct an ASAM on each
24 individual and fax the results of the ASAM to ADMINISTRATOR. Upon review of the ASAM,
25 ADMINISTRATOR will approve the individual's program length and appropriate placement by faxing
26 the treatment authorization to the CONTRACTOR. CONTRACTOR shall not admit any individual into
27 program without approval by ADMINISTRATOR. Upon participant's admission, CONTRACTOR
28 shall fax a completed treatment authorization on a form approved by ADMINISTRATOR containing
29 date of admission and CONTRACTOR signature to ADMINISTRATOR within one (1) business day.

30 2. Assessment – Within fourteen (14) calendar days of admission, CONTRACTOR shall
31 provide a standardized, comprehensive risk and needs assessment on each Participant which assess
32 alcohol/drug abuse history, family history, mental and emotional status, legal status, educational and
33 vocational background as well as daily living skills, stress management, literacy, employment,
34 education, and money management. Assessment tools may include Addiction Severity Index (ASI),
35 CalOMS or other assessment tools that are completed and signed by staff and participant and approved
36 by ADMINISTRATOR.

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2 3. Program Orientation – During the first seventy-two (72) hours of a Participant’s admission
3 into the Program, CONTRACTOR shall provide an overview of the Program. The Program Orientation
4 shall include, but not be limited to:

- 5 a. Program structure, schedules, and rules
- 6 b. Understanding of substance abuse and addiction
- 7 c. Policies regarding participant fees
- 8 d. Participant rights
- 9 e. Assignment of a counselor
- 10 f. A copy of the Code of Conduct
- 11 g. Aftercare Services

12 4. Treatment Plan –CONTRACTOR shall collaboratively develop an individualized treatment
13 plan with each Participant within fourteen (14) calendar days of admission into the Program, which shall
14 be based upon the Participant’s needs as identified in the assessment process. Each treatment plan shall
15 include identification of a minimum of three (3) problem areas, including a drug and/or alcohol
16 problem, long term and short term individualized goals for addressing the identified needs, action steps,
17 target dates and dates of resolution. Every fourteen (14) calendar days, CONTRACTOR shall review
18 with the Participant, and document in progress notes the Participant’s progress on the treatment plan.
19 CONTRACTOR shall update the treatment plan when a change in problem identification, focus of
20 recovery or treatment occurs, or, no later than ninety (90) calendar days after signing the initial
21 treatment plan, and no later than every ninety (90) calendar days thereafter, whichever comes first.

22 5. Other Services

- 23 a. Individual and group therapy, family and couple therapy as appropriate, vocational and
24 educational counseling, and structured recreational activities.
- 25 b. Counseling services which emphasize the psychological needs of persons who are
26 living with HIV disease.
- 27 c. Health education services which provide knowledge and skills to prevent the
28 transmission of HIV.
- 29 d. Collateral Family Counseling - CONTRACTOR shall provide as appropriate,
30 individual and group sessions for Participant’s family members, with the Participant present, to deal
31 with family dynamics, which if unchecked, could contribute to the Participant’s relapse, and potential or
32 actual abuse elsewhere in the family system. The Participant must be present at all counseling sessions.
- 33 e. Relapse Prevention - Individual and group sessions to reinforce sobriety status,
34 regardless of Participant’s position in phase structure of program or during aftercare, which shall be
35 unlimited.
- 36 f. Information and Referral Services - Information referrals for Participant, regarding
37 community resources for alcohol and drug abuse prevention and treatment and HIV services.

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2 g. Network and Support Building- Alumni support and networking through a peer,
3 co-facilitated graduate group, which includes social activities and events to keep alumni linked to
4 available services.

5 6. Exit Planning – Contractor shall develop an exit plan no later than fifteen (15) calendar
6 days prior to participant’s successful completion of the program. The transition and exit plan shall be
7 completed and signed by CONTRACTOR and participant. The transition and exit plan shall include:

8 a. Identifying the Participant’s achievements while in the Residential Recovery Program
9 such as meeting or progressing towards educational or vocational goals;

10 b. A strategy or strategies to assist the Participant in maintaining an alcohol and drug free
11 lifestyle;

12 c. A continuing treatment exit plan that includes referral and transition of the Participant
13 to appropriate services. The continuing treatment plan shall also include the goals identified in the
14 Participant’s treatment plan.

15 d. Referrals to appropriate non-substance abuse resources such as continuing education
16 and vocational rehabilitation.

17 7. Residential recovery services shall consist of a minimum of twenty (20) hours of structured
18 activity per week of which participants must engage in a minimum of fourteen hours of therapeutic
19 activity per week.

20 a. Individual Counseling – shall provide individual counseling to Participants in need of
21 individualized attention. Counseling shall be culturally appropriate to Participants' needs. Participants
22 with special needs, such as persons living with HIV disease, will be counseled by appropriately trained
23 staff.

24 b. Group Counseling – shall provide counseling within a group setting to Participants.
25 Group interventions and activities may include, but are not limited to, encounter groups, seminars and
26 educational groups, house and community group meetings, and/or habilitative group activities.

27 c. Recreational and Socialization Services – CONTRACTOR shall provide recreational
28 and socialization activities for Participants during which CONTRACTOR may:

29 1) Teach the concepts of rules, teamwork and sportsmanship.

30 2) Provide guidance on use of recreational or leisure time.

31 8. Treatment Phases - CONTRACTOR’s program shall consist of progressive treatment
32 phases which shall be defined in CONTRACTOR’s Program Protocol, approved by the HCA Monitor,
33 and include measurement of Participant’s progress in order to advance to subsequent phases. For ninety
34 (90) calendar day or longer treatment programs, each Participant shall be restricted to the premises of
35 the facilities listed within this Agreement for the first thirty (30) calendar days of the program at a
36 minimum. Exceptions shall be allowed for medical and psychiatric services, described in subparagraph
37 VII.D.11. of this Exhibit A to the Agreement, or other staff approved activities under CONTRACTOR

1 supervision. Treatment Phases shall include:

2 a. Orientation and Engagement consists of activities designed to interrupt negative
3 alcohol or other drug abuse lifestyle factors, address denial, and assist the Participant's adjustment to a
4 sober environment. The Participant shall not be expected to be seeking employment or educational
5 opportunities during this phase.

6 b. Primary Treatment, Internalization and Socialization consists of activities designed to
7 assist Participant in working on personal issues, cultivate support systems, and seek
8 educational/vocational opportunities. CONTRACTOR shall obtain documentation from Participant
9 regarding efforts to obtain employment.

10 c. Re-Entry and Externalization consists of activities designed to assist the Participant
11 with separation issues, develop appropriate community support systems, gain employment and/or enroll
12 in educational/vocational programs, and finalize exit plans.

13 d. CONTRACTOR shall consider all Participants to be graduated upon completion of
14 their residential treatment program in accordance with their Treatment Plan.

15 9. Food and Other Services – CONTRACTOR shall provide basic life support, food service,
16 storage and supervision of medication, and take-home doses of methadone.

17 10. Support Services -CONTRACTOR shall provide housekeeping; laundry; maintenance, and
18 arrangements for emergency and non-emergency medical services; assistance to apply for financial,
19 medical, and employment related benefits, e.g., Supplemental Security Income, Social Security,
20 Medi-Cal, State Disability/Unemployment Benefits.

21 11. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

22 a. CONTRACTOR shall ensure that all persons admitted for residential treatment services
23 have a health questionnaire completed using form ADP 10100-A-E, or may develop their own form
24 provided it contains, at a minimum, the information requested in the ADP 10100-A-E.

25 1) The health questionnaire is a Participant's self-assessment of his/her current health
26 status and shall be completed by Participant.

27 a) CONTRACTOR shall review and approve the health questionnaire form prior
28 to Participant's admission to the program. The completed Health Questionnaire shall be signed and
29 dated by CONTRACTOR staff and Participant.

30 b) A copy of the questionnaire shall be filed in the Participant's record.

31 2) CONTRACTOR shall, based on information provided by Participant on the health
32 questionnaire form, refer Participant to licensed medical professionals for physical and laboratory
33 examinations.

34 a) CONTRACTOR shall obtain a copy of Participant's medical clearance or
35 release prior to Participant's admission to the program.

36 b) A copy of the referral and clearance shall be filed in the Participant's file.

37 b. CONTRACTOR shall provide directly or by referral: HIV education, voluntary,

1 confidential HIV antibody testing and risk assessment and disclosure counseling.

2 c. The programs shall have written procedures for obtaining medical or psychiatric
3 evaluation and emergency services.

4 d. The programs shall have readily available the name, address, and telephone number for
5 the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

6 e. COUNTY shall provide necessary medical care for Participants living with
7 HIV disease.

8 f. CONTRACTOR shall be responsible for providing supervised transportation to and
9 from COUNTY clinics or methadone programs, and to other sources of medical or dental care not
10 requiring use of COUNTY's emergency transportation program. Such requirement may be waived for
11 Participant in Phase III of the residential treatment program, consistent with re-entry planning as defined
12 in the Program Protocol.

13 12. TRANSPORTATION SERVICES

14 a. Emergency Medical Transportation – COUNTY shall only pay for emergency medical
15 ambulance or medical van transportation to and from designated alcohol and drug abuse treatment
16 programs or health facilities in accordance with COUNTY's Medical Transportation Agreement.

17 b. Other Transportation - CONTRACTOR shall transport Participant to locations that are
18 considered necessary and/or important to the Participant's recovery plan including, but not limited to,
19 Social Security Administration offices for Supplemental Security Income (SSI) benefits and
20 non-emergency medical or mental health services.

21 E. DRUG SCREENING

22 1. CONTRACTOR shall have a written policy and procedure statement regarding drug
23 screening that includes unannounced drug and/or alcohol testing at a minimum of two (2) times per
24 month for all Participants. The urine specimen collection shall be observed by same sex staff. This
25 policy shall be approved by ADMINISTRATOR. For those situations where alcohol and/or drug
26 screening is deemed appropriate and necessary, CONTRACTOR shall:

27 a. Establish procedures that protect against the falsification and/or contamination of any
28 body specimen sample collected for drug screening; and

29 b. Document results of the drug screening in the Participant's files.

30 2. In the event CONTRACTOR wishes to utilize the COUNTY-contracted laboratory for drug
31 screening purposes, CONTRACTOR shall collect samples from Participant with approval of COUNTY.
32 Such testing shall be provided at COUNTY's expense.

33 3. In the event that any Participant of CONTRACTOR receives a drug test result indicating
34 any substance abuse, CONTRACTOR shall formulate and implement a plan of corrective action which
35 shall be documented in the Participant record. CONTRACTOR shall notify ADMINISTRATOR within
36 two (2) business days of receipt of such drug test results via incident report and the corrective action to
37 be taken by the Participant.

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2 F. ADMISSIONS FOR RESIDENTIAL SERVICES

3 1. CONTRACTOR shall accept only persons who are living with HIV disease and physically
4 and mentally able to comply with the program's rules and regulations. Said persons shall include
5 persons with a concurrent diagnosis of mental illness, i.e., those identified as having a dual diagnosis.
6 Dually diagnosed persons and others who require prescribed medication shall not be precluded from
7 acceptance or admission solely based on their licit use of prescribed medications.

8 2. CONTRACTOR shall have a policy that requires Participant who show signs of any
9 communicable disease, or through medical disclosure during the intake process, admit to a health related
10 problem that would put others at risk, to be cleared medically before services are provided by the
11 program.

12 3. CONTRACTOR shall establish and make available to the public, a written admission
13 policy. CONTRACTOR's Admission Policy shall reflect all applicable federal, state, and county
14 regulations.

15 4. CONTRACTOR shall grant priority in admissions to persons referred by
16 ADMINISTRATOR.

17 5. CONTRACTOR shall admit all persons referred by the COUNTY during approved
18 admitting hours.

19 6. CONTRACTOR shall only admit an individual approved by ADMINISTRATOR upon
20 receiving the Treatment Authorization form.

21 7. CONTRACTOR shall have the right to refuse admission of a person only in accordance
22 with its written admission policy; provided, however, CONTRACTOR shall comply with the
23 Nondiscrimination provisions of this Agreement.

24 8. All persons must be certified in writing by a physician, or other duly authorized health care
25 professional, as being free from infectious tuberculosis as defined in the Guidelines for Tuberculosis
26 Surveillance in Residential AIDS Shelters, issued by the Department of Health Services,
27 Office of AIDS.

28 9. Participants shall not remain more than six (6) months in the residential treatment
29 component without prior written approval of COUNTY.

30 10. CONTRACTOR's staff shall communicate and coordinate with COUNTY's program staff
31 any action which impacts a Participant's continued eligibility to program services and which might
32 otherwise result in discharge from the program.

33 11. All persons who are not immediately admitted into residential treatment shall be referred
34 back to the Orange County Health Care Agency outpatient or methadone programs, or another
35 appropriate provider.

36 G. WAITING LIST - CONTRACTOR shall maintain a waiting list which satisfies the following
37 requirements:

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1. Only individuals who have been screened to determine eligibility for admission are on the waiting list.

2. A roster, log, file, or equivalent record with names, addresses, and telephone numbers of qualified applicants for admission is maintained along with dates of application, and dates and nature of follow up contacts.

3. Individuals on the waiting list will be encouraged to enroll in a County-operated outpatient treatment facility or County-operated Methadone facility or other provider, for substance abuse counseling.

4. There are criteria defining when an individual's name is to be removed from the waiting list because of a loss of eligibility for admission or a failure to keep in contact with the program.

H. INTERIM SERVICES - All persons who are not admitted into a residential program within fourteen (14) calendar days due to lack of capacity, and who place their names on the waiting list for admission, shall be provided interim services. Interim services shall consist of: tuberculosis (TB) counseling, voluntary testing, referral for medical evaluation, if appropriate, and HIV education, HIV risk assessment and disclosure counseling and voluntary confidential HIV antibody testing. For pregnant women, interim services shall also include counseling on the effects of alcohol and drugs on the developing fetus; and referral to prenatal medical care services. Interim services may be provided directly or by referral to the COUNTY or another appropriate provider. Provision of interim services shall be documented on the DATAR and reported monthly to the State Department of Alcohol and Drug Programs.

I. PERFORMANCE OUTCOMES

1. CONTRACTOR shall be required to achieve performance objectives, tracking and reporting Performance Outcome Objective statistics in monthly programmatic reports, as appropriate. ADMINISTRATOR recognizes that alternations may be necessary to the following services to meet the objective, and, therefore, revisions may be implemented by mutual agreement between CONTRACTOR and ADMINISTRATOR.

2. Performance Outcome Objectives:

a. Objective 1: CONTRACTOR shall provide effective residential substance abuse assessment, treatment, and counseling to adults with identified alcohol and/or drug problems as measured by Retention and Completion Rates.

1) Retention Rates shall be calculated by number of Participants remaining in the treatment program divided by the total number of Participants served during the evaluation period.

2) Completion Rates shall be calculated by the number of Participants successfully completing the treatment program divided by the total number of Participants served during the evaluation period.

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2 b. Objective 2: CONTRACTOR shall have the Participant complete the CESI for eighty
3 percent (80%) of Participants within fourteen (14) calendar days of admission, and the CEST shall be
4 completed at mid-point and at discharge for those Participants receiving at a minimum forty-five (45)
5 calendar days of treatment.

6 1) CONTRACTOR shall ensure that surveys are completed timely and accurately by
7 designated Participants. This would include, but is not limited to, ensuring survey's contain provider
8 number, Participant ID number, responses to all psychosocial questions, along with other important
9 Participant and CONTRACTOR information, and fields are filled and/or marked appropriately.

10 2) CONTRACTOR shall photocopy the CESI and CEST surveys and submit the
11 originals to ADMINISTRATOR, once a month, on the tenth (10th) business day of each month.

12 3) CONTRACTOR shall maintain the photocopies of the CESI and CEST documents
13 in Participant files.

14 4) CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission,
15 reporting, scoring, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now
16 exist or as they may be revised and/or amended in the future, for the review, use, and analysis of the
17 CESI and CEST.

18 J. CONTRACTOR's Executive Director or designee shall participate, when requested, in
19 meetings facilitated by ADMINISTRATOR related to the provision of services pursuant to this
20 Agreement.

21 K. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
22 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
23 this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
24 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
25 institution, or religious belief.

26 L. CONTRACTOR shall apply for and receive approval of the Orange County Probation
27 Department (Probation) to provide residential treatment services. CONTRACTOR shall recognize the
28 authority of Probation as officers of the court, and shall extend cooperation to Probation within the
29 constraints of CONTRACTOR's program of Alcohol and Drug Abuse Residential Treatment Services.

30 M. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking policy,
31 which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking policy
32 shall specify the facility is "smoke free" and designated smoking areas are outside the facility.

33 N. VISITATION POLICY – CONTRACTOR shall establish a written visitation policy, which
34 shall be reviewed and approved by ADMINISTRATOR, which shall include, but not limited to, the
35 following:

- 36 1. sign in logs;
37 2. visitation hours; and

1 3. designated visiting areas at the facility.

2 O. PARTICIPANT SIGN IN/OUT LOG AND SCHEDULE-CONTRACTOR shall maintain a
3 resident sign in/out log for all Participants, which shall include, but not be limited to, the following:

- 4 1. Participant's schedule for treatment, work, education or other activities;
5 2. location and telephone number where participant may be reached; and
6 3. requirement for all participants to notify the program of an change in his/her schedule.

7 P. CONTRACTOR shall establish a Good Neighborhood Policy, which shall be reviewed and
8 approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal
9 with neighbor complaints, staff contact information available to neighboring residents and complaint
10 procedures.

11 Q. TOKENS – ADMINISTRATOR will provide CONTRACTOR the necessary number of tokens
12 for appropriate individual staff to access the HCA IRIS at no cost to the CONTRACTOR.

13 1. CONTRACTOR recognizes tokens are assigned to a specific individual staff member with
14 a unique password. Tokens and passwords shall not be shared with anyone.

15 2. CONTRACTOR shall maintain an inventory of the tokens, by serial number, and the staff
16 member to whom each is assigned.

17 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the token
18 for each staff member assigned a token.

19 4. CONTRACTOR shall return to ADMINISTRATOR all tokens under the following
20 conditions:

- 21 a. Token of each staff member who no longer supports this Agreement.
22 b. Token of each staff member who no longer requires access to the HCA IRIS.
23 c. Token of each staff member who leaves employment of CONTRACTOR.
24 d. Tokens malfunctioning.

25 5. ADMINISTRATOR will issue tokens for CONTRACTOR's staff members who require
26 access to the IRIS upon initial training or as a replacement for malfunctioning tokens.

27 6. CONTRACTOR shall reimburse the COUNTY for tokens lost, stolen, or damaged through
28 acts of negligence.

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30 **VIII. STAFFING**

31 A. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a
32 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
33 shall maintain documentation of such efforts which may include, but not be limited to: records of
34 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
35 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
36 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

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2 B. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in
3 Full Time Equivalent (FTEs), which shall be equal to an average of forty (40) hours of paid work per
4 week.

	<u>FTE</u>
ADMINISTRATION	
Executive Director	0.030
Administrator	0.280
Financial Controller	<u>0.230</u>
SUBTOTAL ADMINISTRATIVE FTEs	0.540
PROGRAM	
Program Director	0.540
Program Coordinator	0.405
Administrative Assistant	0.540
Counselor IV	0.868
Counselor III	1.674
Counselor II	1.202
Floater/On Call Staff	<u>0.513</u>
SUBTOTAL PROGRAM FTEs	5.742
TOTAL FTEs	6.282

25 1. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
26 staffing set forth in subparagraph VIII.B. above, provided however, such agreement is made in advance
27 of any staffing change.

28 2. CONTRACTOR shall provide "awake" supervision of all Participant activities twenty-four
29 (24) hours per day by paid program staff. There shall be at least one (1) staff on site seven (7) days a
30 week during the normal working hours. Paid night staff shall make at least hourly random tours of
31 Participant-occupied facility sleeping areas. A house log shall be maintained on each shift and
32 supervised by a designated staff person. Information to be documented in the house log shall include,
33 but not be limited to date, time, and initials of person making all entries in the house log and staff and
34 shift changes which occur at the facility.

35 C. CONTRACTOR may augment the above paid staff with volunteers or part-time student interns.
36 Unless waived by ADMINISTRATOR, prior to providing services pursuant to this Agreement, interns
37 shall be Master's Candidates in Counseling or Social Work or have a Bachelor's Degree in a related

1 field. CONTRACTOR shall provide a minimum of one (1) hour supervision for each ten (10) hours of
2 work by interns or consistent with school or licensing Board requirements. CONTRACTOR shall
3 provide supervision to volunteers as specified in the respective job descriptions or work contracts.
4 Volunteer or student intern services may not comprise more than twenty percent (20%) of the services
5 provided.

6 D. CODE OF CONDUCT – Separate from the Code of Conduct in the Compliance Paragraph of
7 this Agreement, CONTRACTOR shall establish a written Code of Conduct for employees, volunteers,
8 interns, and members of the Board of Directors which shall include, but not be limited to, standards
9 related to the use of drugs and/or alcohol; staff-Participant relationships; prohibition of sexual conduct
10 with Participants; prohibition of forging or falsifying documents or drug tests; and conflict of interest.
11 Prior to providing any services pursuant to this Agreement all employees, volunteers, and interns shall
12 agree in writing to maintain the standards set forth in the Code of Conduct. A copy of the Code of
13 Conduct shall be provided to each Participant upon admission and shall be posted in writing in a
14 prominent place in the treatment facility.

15 E. CONTRACTOR shall provide pre-employment screening of any staff person providing any
16 service pursuant to this Agreement. All staff shall pass an Orange County criminal justice background
17 check conducted by Probation on a yearly basis. Program directors, managers, and other supervisory
18 staff are requested to voluntarily submit to more extensive background checks including “livescan”
19 fingerprinting. The results of the fingerprint check will be sent directly from the Department of Justice
20 to Probation.

21 1. All staff, prior to hiring, shall meet the following requirements:

22 a. No person shall have been convicted of a sex offense for which the person is required
23 to register as a sex offender under California Penal Code section 290;

24 b. No person shall have been convicted of an arson offense – Violation of Penal Code
25 sections 451, 451.1, 451.5, 452, 452.1, 453, 454, or 455;

26 c. No person shall have been convicted of any violent felony as defined in Penal Code
27 section 667.5, which involve doing bodily harm to another person, for which the staff member was
28 convicted within five years prior to employment;

29 d. No person shall be on parole or probation;

30 e. No person shall participate in the criminal activities of a criminal street gang and/or
31 prison gang; and

32 f. No person shall have prior employment history of improper conduct, including but not
33 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
34 inappropriate behavior with staff or residents at another treatment facility.

35 2. Exceptions to staffing requirements set forth above, may be requested if CONTRACTOR
36 deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and
37 approved in advance by ADMINISTRATOR.

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F. All staff providing services must be sensitive to HIV-related issues, including gay and lesbian issues, and sensitivity training may be required. CONTRACTOR shall hire and train staff so as to ensure staff providing services are knowledgeable and experienced in serving persons with HIV disease.

G. All program staff having direct contact with Participants shall, within the first (1st) year of employment, be trained in infectious disease recognition, crisis intervention referrals and to recognize physical and psychiatric symptoms that require appropriate referrals to other agencies. Contractor shall provide ongoing training in topics related to alcohol and drug use on a yearly basis.

H. All staff providing services shall be licensed and/or certified in accordance with state requirements.